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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA, OAKLAND DIVISION

In re:

Vichit Chanyontpatanakul,

Debtor.

Bankruptcy Case No. 14-40729

R.S. No. CJO-293

Chapter 13

U.S. Bank Trust, N.A., as Trustee for VOLT NPL
IX Asset Holdings Trust, by Caliber Home Loans,
Inc., f/k/a Vericrest Financial, Inc., as its attorney
in fact, and its successors and/or assignees,

Movant,

vs.

Vichit Chanyontpatanakul, Debtor, Nin Chanyontpatanakul, Co-Debtor
and Martha G. Bronitsky, Trustee,

Respondents.

**STIPULATION FOR ADEQUATE
PROTECTION RE: MOTION FOR
RELIEF FROM THE AUTOMATIC STAY**

CONTINUED HEARING DATE:
DATE: July 24, 2014
TIME: 1:00 PM
CTRM: 215

A Motion for Relief from the Automatic Stay was noticed in the within matter and filed by U.S. Bank Trust, N.A., as Trustee for VOLT NPL IX Asset Holdings Trust, by Caliber Home Loans, Inc., f/k/a Vericrest Financial, Inc., as its attorney in fact, and its successors and/or assignees ("U.S. Bank Trust"). Said Motion is scheduled to be heard before the Honorable M. Elaine Hammond, United States Bankruptcy Judge, on July 24, 2014 at 1:00 p.m.

IT IS HEREBY STIPULATED:

1 1. This Stipulation affects the real property commonly known as 31286 Santa
2 Maria Drive, Union City CA 94587 ("the Property").

3 2. The Debtor shall timely tender payments in an amount of \$1,240.60 in good
4 funds sent to and made payable to Movant, beginning August 1, 2014 and each month thereafter while
5 the loan modification application is under review.

6 3. In the event the Debtor fails to timely perform any obligations set forth in this
7 Stipulation for Adequate Protection, Movant shall be entitled to notify the Debtor and the Debtor's
8 attorney of record of said default in writing. The Debtor shall have ten (10) calendar days from the
9 date of the written notification to cure the default.

10 4. If the Debtor fails to cure the default, Movant shall be entitled to lodge an Order
11 Terminating the Automatic Stay which includes a waiver of the 14-day stay provided by Bankruptcy
12 Rule 4001(a)(3) including relief from the co-debtor stay. A Declaration shall accompany the Order
13 which states that Movant duly notified the Debtor and the Debtor's attorney of record of the default
14 and that the default was not timely cured. The Order shall be entered without further hearing.

15 5. The Debtor shall bear the reasonable fees and costs associated with each default
16 notice referenced in the above paragraph, which shall be included in the default amount stated in the
17 written notification to cure the default.

18 6. Notwithstanding anything contained herein to the contrary, the Debtors shall be
19 entitled to a maximum of three (3) notices of default and opportunities to cure pursuant to the
20 preceding paragraph. Once Debtors has defaulted this number of times on the obligations imposed by
21 this stipulation and have been served with this number of notices of default, Movant is relived of any
22 obligation to serve additional notices of default or to provide additional opportunities to cure. If an
23 event of default occurs thereafter, Movant will be entitled, without first servicing a notice of default or
24 providing the Debtor with an opportunity to cure, to file and serve a declaration under penalty of
25 perjury setting forth in detail the Debtor's failures to perform hereunder, together with a proposed
26 order terminating the stay, which the court may enter without further notice or hearing

27 7. All payments made under this Stipulation for Adequate Protection shall be sent
28 to the following address:

Caliber Home Loans, Inc.
13801 Wireless Way
Oklahoma City, OK 73134

8. In the event this case is converted to another Chapter of the Bankruptcy Code or the automatic stay is terminated as a matter of law, the terms of this Order shall immediately cease in effect and become null and void.

9. Payments made to Movant pursuant to this Stipulation for Adequate Protection shall not prejudice its rights under its Note, Deed of Trust, Notice of Default, or Publication of Sale, if any.

10. If the loan modification application is denied, all monthly mortgage payments under the Note and Deed of Trust that have come due and are unpaid shall be immediately due. This total post-petition delinquency shall be cured or an agreement to cure shall be entered into on or before fourteen (14) days after written notice of a denial of loan modification. All default provisions detailed herein shall also apply to the total post-petition delinquency.

11. The Proof of Claim may be amended to include attorney's fees pursuant to the Note and Deed of Trust.

12. The Parties request that the hearing scheduled for July 24, 2014 at 1:00 p.m. be taken off calendar.

APPROVED AS TO FORM AND CONTENT:

DATED: July 30, 2014	DATED: July 30, 2014
<u>/s/ Marc Voisenat</u> Marc Voisenat Attorney for Debtor	<u>/s/ Christina J. O</u> CHRISTINA J. O Attorney for Movant

**** END OF STIPULATION ****